



## **FACILITY STAFFING AGREEMENT**

THIS AGREEMENT is dated the 30<sup>th</sup> day of November 2004, by and between Nursefinders, Inc. d/b/a Nursefinders of San Bernardino, (hereinafter referred to as "Nursefinders"), and The County of San Bernardino on behalf of Arrowhead Regional Medical Center (hereinafter referred to as "Facility").

WHEREAS, Facility requires nursing personnel (hereinafter referred to as "Personnel") to work various shifts in said Facility; and

WHEREAS, Nursefinders has or will recruit certain necessary Personnel and is willing to provide these Personnel to Facility; and

WHEREAS, Facility wishes that Nursefinders provide all Personnel that it may require, subject to the availability of such Personnel by Nursefinders;

NOW, THEREFORE, the parties agree as follows:

### **1. Term of Agreement**

This Agreement shall commence on this 30<sup>th</sup> day of November 2004, and shall continue in effect until June 30, 2005. Either party can terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party. This Agreement can be amended at any time by mutual written agreement of the parties.

**2. Nursefinders Responsibilities**

- a. Upon request by Facility, Nursefinders shall assign as many such Personnel as are available for such assignment. Nursefinders does not guarantee at any time that all orders will be filled.
- b. Nursefinders shall maintain an employee file, available to the Facility by written request, for each of its Personnel containing the following:
  - (1) a completed application which includes education, training, skills, specialties and preferences
  - (2) documentation of education and training
  - (3) skills inventories
  - (4) two recent work references
  - (5) TB test and evidence of satisfactory health status in accordance with state regulations
  - (6) dates hired and oriented
  - (7) job description
  - (8) performance evaluation
  - (9) copy of current license, registration or certification, as applicable
  - (10) INS Form I-9 and documents establishing identity and work authorization
- c. Nursefinders shall match the skills and experience levels of its Personnel to the specific needs of Facility.
- d. Nursefinders Personnel shall report to the designated supervisor of the Facility before he/she begins working.

- e. Nursefinders shall give Facility TWO (2) hours notice regarding Personnel which Nursefinders cannot provide on advance weekly orders.
- f. Nursefinders shall notify Facility within thirty (30) minutes of receipt of call as to standing of emergency or same day requirement for Personnel.
- g. Nursefinders shall give Facility priority service, that is, Facility orders will receive priority over orders of non-contract facilities.
- h. Nursefinders will not actively solicit Facility employees for employment with Nursefinders.
- i. All Personnel assigned to Facility pursuant to this Agreement shall, for the purposes of this Agreement, be considered employees of Nursefinders. Nursefinders shall assume sole and exclusive responsibility for the payment of wages to its Personnel for services performed by them. Nursefinders shall, with respect to said Personnel, be responsible for withholding federal and state income taxes, paying Social Security taxes, unemployment insurance and maintaining workers' compensation insurance coverage in an amount and under such terms as required by state law. Nursefinders will verify the identity and work authority of each employee under the United States immigration laws.
- j. Nursefinders is in compliance with all state and federal laws applicable to the employment of the Personnel assigned to Facility.
- k. Nursefinders will comply with CMS, AOA or JCAHO standards for the use of supplemental nursing services by Facility.
- l. Nursefinders agrees not to discriminate in the assignment of its Personnel on the basis of race, creed, color, national origin, sex, age, disability, or veteran status.

### **3. Facility Responsibilities**

- a. Facility understands all Personnel provided by Nursefinders for the term of this Agreement are the employees of Nursefinders.
- b. Facility will take no steps to recruit as its own employees those Personnel provided by Nursefinders during the term of this Agreement. Facility understands Nursefinders is not an employment agency and that its employees are assigned to the Facility to render temporary service and are not assigned to become employed by the Facility. The Facility further acknowledges the considerable expense incurred by Nursefinders to advertise, recruit, interview, evaluate, reference check and supervise its employees.
- c. Facility shall provide sufficient information about its specific needs so that Nursefinders can match the skills and experience of its Personnel to those needs.
- d. Facility shall utilize assigned Personnel only for the specific need requested.
- e. Facility agrees that Nursefinders' duty to fill assignments is subject to the availability of qualified Personnel.
- f. Facility will not arbitrarily discriminate against its former employees, who go to work for Nursefinders, regarding future assignment at the Facility through Nursefinders.
- g. Facility will orient Personnel to the Facility and its rules and regulations, including the physical layout and equipment on any unit to which such Personnel are assigned.

- h. Facility nursing supervisors will assist Nursefinders, on a continuing basis, with evaluation of Nursefinders Personnel by providing performance information and/or access to clinical areas for observation by Nursefinders' Clinical Director.
- i. Facility shall allow Nursefinders' Personnel (on their own time) to attend appropriate facility staff development programs.
- j. Facility will immediately notify Nursefinders of any problems regarding Nursefinders Personnel. To the extent permitted by law, facility shall notify Nursefinders immediately of the initiation of any complaint, inquiry, investigation, or review with or by any licensing or regulatory authority, peer review organization, Facility committee, or other committee, organization or body which reviews quality of medical care which complaint, inquiry, investigation, or review directly or indirectly, evaluates or focuses on the quality of care provided by Nursefinders either in any specific instance or in general.
- k. To the extent permitted by law, facility will make available to Nursefinders copies of all documentation about problems or incidents in which Nursefinders employees are involved.
- l. If, in the sole discretion of Facility, any person assigned by Nursefinders is incompetent, negligent, or has engaged in misconduct, Facility may require such person to leave its premises and shall inform Nursefinders of this action immediately. Facility's obligation to compensate Nursefinders for said services shall be limited to the hours actually worked by such person and Facility shall have no further obligation with respect to such assignment.
- m. Facility shall make every effort to request Personnel at least TWO (2) hours prior to reporting time. If Personnel are requested less than two (2) hours prior to reporting time, Facility will be billed for the entire shift.

- n. If Facility changes or cancels an order less than two (2) hours before reporting time, Facility shall be liable for four (4) hours at the hourly rate for the Personnel involved. Facility then reserves the right to then employ the nurse for four (4) hours.
- o. Facility agrees not to discriminate in the assignment of Nursefinders' Personnel on the basis of race, creed, color, national origin, sex, age, disability, or veteran status.

#### **4. Payments, Invoices**

- a. Nursefinders will invoice Facility weekly for its services. The rates for its services are attached as Exhibit A to this Agreement. The rates for services established in Exhibit A can be prospectively amended by Nursefinders at any time upon thirty (30) days written notice to and acceptance by the Facility.
- b. Facility shall pay Nursefinders invoices upon receipt of invoice.

#### **5. Insurance**

Nursefinders shall secure and maintain throughout this Agreement the following types of insurance of self-insurance with limits as shown,

- a. Workers' Compensation Program - A program of Workers' Compensation Insurance or a State approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of Nursefinders and all risks to such persons under this Agreement.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c. Professional Liability Insurance - This coverage shall have limits of at least one million (\$1,000,000) per claim or occurrence.
- d. Additional Insured - All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming Facility and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder.
- e. Waiver of Subrogation Rights - Nursefinders agrees to waive all rights of subrogation against Facility, its officers, employees, agents, volunteers, contractors or subcontractors.
- f. Policies Primary and Non-Contributory - All policies required above are primary and non-contributory with any insurance or self-insurance programs carried or administered by Facility.
- g. Proof of Coverage - Nursefinders shall immediately furnish certificates of coverage to Facility evidencing the coverage, including endorsements, above required, prior to the commencement of the performance of services hereunder, which certificates shall provide that such coverage shall not be terminated or expire without thirty (30) days written notice to Facility, and Nursefinders shall maintain such insurance or self-insurance from the time Nursefinders commences performance of services hereunder until the completion of such services. Nursefinders shall make available for inspection or review by Facility or its authorized representatives copies of all

insurance policies and upon which Nursefinders relies in providing the required coverage upon demand.

- h. Insurance Review - The above insurance requirements are subject to periodic review by Facility. Facility's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of Facility. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of the past claims against Facility, inflation, or any other item reasonably related to Facility's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Nursefinders agrees to execute any such amendment within thirty (30) days of receipt.

- i. Facility is a self-insured public entity for purposes of professional liability, general liability, and Worker's Compensation. Facility warrants that through its program of self-insurance, it has adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of Facility's performance of this Agreement.
- j. Facility, upon the execution of this Agreement, shall furnish Nursefinders with certificates of self-insurance evidencing compliance with all requirements.



**6. Indemnification**

To the extent permitted by law, each party agrees to indemnify, defend and hold the other, including directors, officers, agents and employees, harmless from all claims, suits, judgments and demands arising from the indemnifying party's negligent and/or intentional acts and omissions in the performance of the duties prescribed by this Agreement. Each party shall give the other immediate written notice of any claim, suit or demand which may be subject to this provision. This provision shall survive the termination of the Agreement.

In the event Facility and/or Nursefinders are found to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations under this agreement, Facility and/or Nursefinders shall indemnify the other to the extent of its comparative fault.

**7. Notices**

All notices shall be in writing and shall be addressed to the parties as set forth below. Notices shall be effective upon receipt when delivered personally or sent by FAX and shall be effective upon mailing when properly addressed with postage prepaid.

If to Facility:  
Arrowhead Regional Medical  
400 N. Pepper Avenue  
Colton, CA 92324  
Atten: Tippi Quiggle  
Personnel Services Supervisor

If to Nursefinders:  
Nursefinders of San Bernardino, CA  
414 E. Tennessee Street  
Suite E  
Redlands, CA 92373  
Attention: AVP

Copy to:  
Nursefinders, Inc.  
1701 E. Lamar Blvd, Suite 200  
Arlington, TX 76006-7321

## **8. Access to Records**

The parties hereto agree to make available to duly authorized representatives of the Department of Health and Human Services; all contracts, books, documents and records of the parties providing services hereunder necessary to verify the costs of the services provided under this Agreement. Such access will be granted until the expiration of four (4) years after the services are furnished under this Agreement. Similar access will also be granted to the contracts, books, records and documents subject to Section 1861 of the Social Security Act between the parties providing the services hereunder and any obligation related to such parties.

## **9. HIPAA Privacy Protection**

Nursefinders agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d through d-8 (“HIPPA”), and the requirements of any regulations promulgated there under including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the “Federal Privacy Regulations”) and the federal security standards as contained in 45 CFR Part 142 (the “Federal Security Regulations”). Nursefinders agrees not to use or further disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the “Protected Health Information”), concerning a patient other than as permitted by this Agreement and the requirements of HIPAA or regulations promulgated under HIPAA including, without limitation, the Federal Privacy Regulations and the Federal Security Regulations.

**10. Public Relations**

Facility agrees that Nursefinders may use the Facility as a client reference for public relations materials provided to prospective business associates. Nursefinders agrees to allow Facility to review and approve of Facility's name in any public relations document prior to its release.

- a. Facility agrees that time is of the essence and the approval of public relations documents will not be unreasonably withheld.
- b. Nursefinders agrees that Facility will not be used in any public relations materials until after a minimum period of 180 days from the effective date of the Agreement unless otherwise approved in writing.

**11. Former County Officials**

Nursefinders agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed or represent Nursefinders. The information provided includes a list of former County Administrative Officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Nursefinders. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Unit, Management Unit or Safety Management Unit.

**BINDING EFFECT**

This Agreement shall be binding upon and shall inure to the benefit of Nursefinders and Facility and to their successors and assigns only upon signature of approval by both parties and appropriate representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

Facility

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Signature

By:

Title:

Date:

Nursefinders, Inc. d/b/a  
Nursefinders of the Inland Empire

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Signature

By:

Title:

Date:

**EXHIBIT A****Rate Schedule for Arrowhead Regional Medical Center**

The rates below shall commence on 11/30/2004. Said rates shall continue in effect after the date above unless and until thereafter amended upon thirty (30) days written notice.

**BILLING RATE (Per Hour)**

	<b>7A to 7P</b>	<b>7P to 7A</b>	<b>7-3/3-11 11-7</b>	<b>Weekend</b>
Registered Nurse/ Special Care NICU	63.00	63.00	63.00	63.00
Registered Nurse/ Special Care OR	63.00	63.00	63.00	63.00
Travelers are included in the above hourly rate.				
OR Technicians			38.00	39.00

**Overtime**

Overtime is defined as those hours worked in excess of forty (40) hours in a one week pay period. Overtime must have Facility supervision approval. The overtime rate is one and one-half (1½) times the regular billing rate for each hour worked. In states where the law requires, double time will be charged for overtime hours in excess of twelve (12).

**Holidays**

Holiday rates are paid for the day, evening and night shifts on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas and for the evening and night shifts on Christmas Eve and New Year's Eve. The holiday billing rate is one and one-half (1½) times the regular billing rate for each hour worked.

Nursefinders' work week begins at 7:00 a.m. Monday and continues through 6:59 a.m. the following Monday and will be billed accordingly.